

LABOR AGREEMENT

between

THE BOARD OF EDUCATION

OF THE

CITY OF BAYONNE

HUDSON COUNTY, NEW JERSEY

and

LOCAL 2251

COUNCIL 52

**AMERICAN FEDERATIONS OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO**

Effective: July 1, 2007 through June 30, 2010

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PREAMBLE

This Agreement entered into this 26th day of September 200~~5~~⁷, by and between the BOARD OF EDUCATION OF THE CITY OF BAYONNE, NEW JERSEY, hereinafter referred to as the "Employer", and LOCAL 2251, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL. 52; hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1

RECOGNITION AGREEMENT

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its custodial and maintenance employees employed in any of its facilities throughout the City of Bayonne, New Jersey.

ARTICLE II

UNION SECURITY

2.1 The Employer agrees to deduct the Union dues once each month from the pay of those Employees who individually request in writing, that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted, together with an itemized statement to the Treasurer by the 15th day of the succeeding month after such deductions are made. This authorization shall be irrevocable during the term of this agreement, or as may otherwise be provided in applicable statutes.

Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer, For the purposes of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

The Union agrees that it will indemnify and save harmless the Employer against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Employer at the request of the Union under this Article.

2.2 The Employer agrees to submit to the Union, by the 30th day of each month, a list of new custodial employees hired, excluding per diem custodial employees, and their home addresses.

2.3 After obtaining permission from the Officer's immediate supervisor, the Employer agrees to Permit Officers of the Local Union to enter the Premises of the Employer for individual discussion of working conditions and grievances with employees provided such Officers do not unduly

interfere with the performance of duties assigned to the employees and after gaining permission of the Building Principal involved. After obtaining permission from the Officer's immediate supervisor, the Employer also agrees to permit the Union President and one other designated Union Officer to have time out of work to Process grievances when necessary.

2.4 The Employer will give time off, with no loss of pay, for members of the Local Union Contract Negotiating Team, not to exceed two (2) in number, to participate in contract negotiations during their regular working hours; such contract negotiations, however, to be conducted with Board Negotiators only and at the discretion of the Board.

ARTICLE III

WORK SCHEDULES

3.1 The regular starting time of work shifts of Engineers/Custodians will not be changed without reasonable notice to the affected employees - reasonable notice shall mean at least one (1) day prior notice to the affected employees; except in cases of emergency, to be determined by the Superintendent of Schools, or his designee. Engineers shall not leave their assignment at the end of their shift until they have been properly relieved by a replacement.

3.2 The workweek shall consist of five (5) consecutive days, forty (40) hours per week, eight (8) hours per day, except for employees in continuous operations, who will work forty (40) hours per week eight (8) hours per day, in accordance with Section 3.3 of this Article.

3.3 Where the nature of the work involved requires continuous operations on a twenty-four (24) hours per day, seven (7) days per week basis, employees so assigned will have their schedules arranged in a manner which will assure, on a rotation basis, that all employees will have an equal share of Saturdays and Sundays off In settlement of AFSCME Grievance dated April 16, 1990, the present

continuous operations shifts in effect in the various schools in the District shall remain in effect unless the appropriate representatives of the Board of Education and Union agree to a change.

3.4 Hourly Schedules:

Custodians

Eight (8) hours per day with a half (1/2) hour for lunch, inclusive, with hours to be determined at the discretion of the Principal and the Superintendent of Buildings and Grounds.

Engineers/Custodians

Eight (8) hours per day with a (1/2) hour for lunch, inclusive, with hours to be determined at the discretion of the Principal and the Superintendent of Buildings and Grounds. When the boilers are in operation, Engineers shall not be permitted to leave their assigned duty areas during lunch or any other time period of the Engineers' workday.

Repair Department Personnel/Custodians

Eight (8) hours per day with a half (1/2) hour for lunch, inclusive, with hours to be determined at the discretion of the Superintendent of Building and Grounds.

Bus Drivers/Custodians

Nine (9) hours per day with one and one-half (1 1/2) hours for lunch, inclusive, with hours to be determined at the discretion of the Superintendent of Building and Grounds. (Lunch shall include half (1/2) hour paid time and one (1) hour non-paid time).

3.5 The Board reserves the right to modify the starting and ending times of the work day set forth herein, based on operational needs of the District and upon reasonable notice to the employees involved. Effective July 1, 2001, custodians set forth above, working a shift other than the day shift, will be paid differential of six dollars and fifty cents (\$6.50) per shift for each such shift worked. Elementary schools day shift Custodians must work some time after 6:00 p.m. to be eligible for shift differential except where two or more day shift Custodians are assigned to work in the same school after 4:30 p.m. then such employees will be paid the shift differential. Effective July 1, 2003, this differential shall be increased to seven dollars (\$7.00) per shift.

3.6 In addition to the hours listed, Engineers/Custodians may be required to work the following overtime schedule on Saturdays Sundays, and Holidays:

October 1st to November 30th 1 hour

December 1st to April 15th 3 hours

April 16th to April 30th 1 hour.

(Specifically excluding employees on continuous operations.)

3.7 The Board will assign, whenever possible, a temporary replacement from the per diem pool for any custodian absent for more than two (2) days.

3.8 All employees must punch in at the beginning of the workday, punch in and out for lunch break, and punch out at the end of the shift.

3.9 All employees shall be guaranteed two (2) fifteen (15) minute rest periods a day to be scheduled by mutual agreement with the Principal and Superintendent of Buildings and Grounds

ARTICLE IV

OVERTIME

4.1 Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions:

- (a) All work performed in excess of eight (8) hours in any one day:
- (b) All work performed in excess of forty (40) hours in any one week;
- (c) All work performed on Saturday, except for employees assigned on continuous operations.

4.2 Employees working on continuous operation shifts shall receive time and one-half (1-1/2)

their regular hourly rate or pay for all work performed on their sixth (6th) consecutive day.

4.3 Time and one-half (1-1/2) the employees' regular hourly rate of pay shall be paid under any of the following conditions:

- (a) All work performed on Sundays, except for employees working on continuous operations,
- (b) For all work performed on Holidays, as set forth in this agreement; and in addition, those employees working on continuous operation shifts shall receive straight time day's salary, for working on the Holiday as set forth in this agreement, in addition to time and one-half (1-1/2), for a total of (2-1/2) times salary.

4.4 Every effort shall be made to secure qualified volunteers to work overtime. However, in the event a qualified volunteer is not obtained, the employer shall have the right to require an individual to work overtime. In such case, overtime will be assigned on an inverse seniority basis, to a qualified employee. Also, in an effort to secure volunteers, whenever possible, the administration will post overtime schedules, to the extent known, for bus drivers/custodians, in advance.

4.5 All custodians shall be paid double time for work on those holidays stated in the collective bargaining Agreement

ARTICLE V

CALL-IN TIME

5.1 Any employee who is requested, and returns to work during periods other than his regularly scheduled shift shall be paid time and one-half (1-1/2) times their regular hourly rate of pay for such work, and shall be guaranteed a minimum of three (3) hours.

5.2 Call-in time for snow and/or other storm emergencies-

Every effort must be made to secure volunteers for such work. If volunteers are not available, then the Board can require an individual to work. For snow and/or other storm emergencies, the guarantee for call-in time shall be a minimum of four (4) hours.

5.3 Any employee employed on a ten (10) month basis who is requested to work during the unscheduled two (2) month period will be paid for each day worked at his/her daily rate.

ARTICLE VI

INSURANCE

6.1 The Board agrees to continue its policy of paying for the cost of employee coverage for Blue Cross/Blue Shield of New Jersey Coverage. In addition, the Board agrees to pay one hundred percent (100%) of the premium for full family coverage for all employees whose employment commenced before September 20, 1995. Per diem employees are specifically excluded from inclusion in this insurance coverage.

All employees whose employment commences after September 20, 1995, shall receive employee only health benefits coverage. Coverage (prescription, medical and dental) for the first three years of employment with the Board, with an option to purchase family coverage at the COBRA rate established by the Board each year. The employee shall receive the same health benefits as other bargaining unit members commencing with the fourth year of employment. The term employment means the date of contract appointment. The present medical coverage deductibles shall be increased to \$125.00 per year employee deductible and \$250.00 per year family deductible, effective July 1, 1995, for all employees.

Effective January 1, 2002, all employees whose employment commences on or after January 1, 2002 shall receive employee only health benefits coverage under the Board selected Point of Service (POS) Health Benefits Program (Prescription, medical and dental) for the first three years of employment with the Board of Education, with an option to purchase family coverage at the COBRA rate established by the Board each year. The employee shall be eligible for family health benefits under the Board's POS commencing with the fourth (4th) year of employment.

Effective upon the date of ratification, all employees whose employment commences on or after the date of ratification (September 26, 2005) shall receive employee only health benefits coverage under the Board's selected Point Of Service (POS) Health Benefits Program (prescription, medical and dental) for the first three-years of employment with the Board, with an option to purchase family coverage at the COBRA rate established by the Board each year. These employees shall be eligible for family health benefits under the Board's POS Health Benefits Program commencing with the fourth (4th) year of employment. Effective upon hire, these employees will contribute \$25.00 dollars per month toward prescription coverage, which shall be accounted for through payroll deductions.

6.2 In addition, except for employees hired after September 26, 2005, the Board agrees to pay one hundred percent (100%) of the premium for a prescription plan for family coverage in said prescription plan. Per diem employees are specifically excluded from inclusion in this coverage. Effective September 26, 2005, the prescription co-pay shall be increased to ten (\$10.00) dollar co-pay non-generic prescriptions, six (\$6.00) dollar co-pay generic prescriptions; and a two (\$2.00) dollar co-pay on mail order prescriptions of ninety (90) days duration or longer.

Effective January 1, 2002, the prescription benefits set forth in this section shall be limited to the prescription carrier only and co-pays will not be reimbursable by the major medical coverage

6.3 Dental Plan - The Board will pay one hundred percent (100%) of the premium for family coverage on Prudential Plan #3. Per diem employees are specifically excluded from inclusion in this coverage.

6.4 Any employee who has retired after 25 years or more service with the Board of Education or who is 62 years of age or older with at least 15 years of service with the Board of Education and is not eligible for participating in the state paid coverage under the State Health Benefits Program shall be allowed to participate on a contributory basis in the major medical portion of the Board's Health Insurance Program.

ARTICLE VII

LEAVES OF ABSENCE

7.1 Leaves of absence with pay shall be provided as follows, except for per diem employees:

(a) Bereavement pay, not to exceed seven (7) consecutive calendar days, with pay, in the event of death in the immediate family. Immediate family shall be considered spouse, parents, children, brother or sister. One (1) day leave, with pay, in the event of the death of aunt, uncle, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchildren, spouse of aunt and uncle, and step children.

(c) The Board of Education may, upon request, by a custodial/maintenance employee, grant a Leave of Absence, without pay, to such employee upon good cause shown and at the discretion of the Board, as follows:

Any custodial/maintenance employee having more than one (1) year but less than shall five (5) years of service with the Board, for a period not exceeding six (6) months and no exceptions shall be granted, and provided further that if the leave request is predicated upon personal illness of an employee, the employee must have utilized all accumulated "sick leave days" to his/her credit prior to applying for such leave.

To any employee covered hereunder, having five (5) years or more service with the Board, for a period not exceeding one (1) year and no exceptions shall be granted, and provided further that if the leave request is predicated upon personal illness of an employee, the employee must have utilized all accumulated "sick leave days" to his/her credit prior to applying for such leave.

The Board has also agreed to permit employees on such leave to continue coverage with Blue Cross/Blue Shield of New Jersey Coverage Plans for the period of such approved leave, upon payment by the employee to the Board of the costs of such coverage during the leave.

7.2 Employees will be granted leaves of absence, without pay, to attend any Union Conventions and Conferences, not exceeding four (4) days per year; Union Officers shall be granted leaves of absence, with pay, to attend any Union Conventions and Conferences, not to exceed four (4) days per year, with prior written consent of the Superintendent of Schools, The aforementioned representatives who shall have been duly authorized by the Union to attend such Conventions, shall notify the Superintendent no less than thirty (30) days in advance of such Convention.

7.3 Requests for leaves of absence without pay, for employees appointed to a full-time position with the Union, must be presented to each Board of Education during the term of such office.

7.4 Employees appointed to other than full-time public office positions which do not pay

salaries as such, will be granted time off from work as necessary in order to fulfill the obligations of their public office, without loss in pay, with prior approval of the Board of Education.

7.5 Employees, excluding per diem employees, shall be granted two (2) days personal leave with pay each year, with prior approval of the Superintendent of Schools, or his designee. Personal business leave day will not be granted either immediately prior to, or immediately following a Holiday, nor will personal business leave days be granted on Fridays or Mondays, nor will they be granted for two (2) successive days, unless the Superintendent approves such days due to extreme hardship.

If such personal business days are not utilized during the school year, the days not used shall be transferred and credited to the accumulated sick leave days of the employee, and thenceforth treated as accumulated sick leave days.

7.6 SICK DAYS. Sick days shall be allowed to all employees, excluding per diem employees, who are covered by this contract as follows:

TEN (10) days to be allowed per year for all employees who are employed on a 10-month basis. TWELVE (12) days to be allowed per year to all employees who are employed on a 12-month basis. All unused sick days may be accumulated by all employees.

ARTICLE VIII

SENIORITY

8.1 Seniority is defined as an employee's total length of service with the Employer, by classification, beginning with his/her original date of contract appointment. Employees shall be eligible to bump down to lower classifications, if qualified, in the event of layoff.

8.2 An employee having broken service with the Employer (as distinguished from leave of

absence) shall not accrue seniority credit for the time when not employed by the Employer. Employees hired after the effective date of this agreement and hired on the same date as other employees will have seniority determined at the discretion of the Employer.

8.3 In all cases of layoffs, recalls, vacation schedules, and other situations where substantial employee advantages or disadvantages are concerned, employees with the greatest amount of seniority shall be given preference.

ARTICLE IX

PROMOTIONS AND FILLING OF VACANCIES

9.1 The term promotion means the advancement of an employee to a higher position or the reassignment of an employee to a higher paying position, except in the case of temporary assignment(s).

9.2 Whenever an opportunity for a promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification, or as a result of the development or establishment of a new job classification, a notice of such opening shall be posted, stating the job classification, rate of pay, and the nature of the job requirements in order to qualify. Such posting shall be for a period of not less than ten (10) days.

9.3 During this period, employees who wish to apply for the open position may do so. The application shall be in writing and it shall be submitted to the Superintendent of Schools.

9.4 The Employer shall fill such job openings or vacancies from among those candidates who have applied and who meet the standards of the job requirements, except that if there is more than one (1) candidate who is qualified for the job, then such position shall be filled by selecting from among those qualified, the candidate with the greatest seniority. In the event that none of the candidates is considered qualified, the candidate may be selected from applicants not employed by the Board.

9.5 Any employee selected in accordance with the procedure set forth above shall undergo a trial period of thirty (30) days, but not to exceed ninety (90) days. If it is found that such employee does not meet the requirements or responsibilities of the position to which he has been selected during the trial period, then such employee shall be restored to his former position and another person selected from among those who applied and are qualified.

ARTICLE X

GRIEVANCE AND ARBITRATION PROCEDURE

10.1 Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this agreement, shall be settled in the following manner:

STEP 1: Any custodian or engineer/custodian who has a grievance shall, within fifteen (15) school days of the alleged occurrence of the condition giving rise thereto, submit the grievance, in writing, to the Principal of his/her building. Any discussion with the Building Principal shall include the employee and a Union Representative. The Principal shall answer the grievance in writing, within five (5) school days thereafter.

Any Repair Department person/custodian who has a grievance shall, within fifteen (15) school days of the alleged occurrence of the condition giving rise thereto, submit the grievance, in writing, to the Superintendent of Buildings and Grounds. Any discussion with the Superintendent of Buildings and Grounds or designee shall include the employee and a Union Representative. The Superintendent of Buildings and Grounds or designee shall answer the grievance, in writing, within five (5) school days thereafter.

STEP 2: In the event that the grievance has not been resolved, or has not been answered, the grievance shall be presented to the Superintendent of Schools, in writing, within five (5) school days thereafter. A meeting will be held within five (5) school days after the submission of the written grievance to the Superintendent of Schools, with the Superintendent, or his designee, the grievant will be represented at

this meeting by a Union Representative. The Superintendent will render a decision, in writing within five (5) school days following the meeting.

STEP 3: (This is optional and may be invoked by mutual agreement of the parties.) In the event that the grievance has not been resolved in Step 2 above, the grievant and/or the Union shall have five (5) school days thereafter to submit the grievance to the Trustees of the Board of Education in writing. A written answer to such grievance shall be served upon the individual and the Union one (1) day after the next scheduled Board Caucus.

STEP 4: In the event that the grievance has not been resolved to the satisfaction of the employee or the Union, the Union shall have the right to submit the grievance to an arbitrator who shall be appointed in accordance with the procedures of the Public Employment Relations Commission. The grievant shall have Union Representation at this arbitration hearing. The decision of the arbitrator shall be final and binding on the parties. Expenses for the arbitrator's services shall be shared equally by the Employer and the Union.

10.2 The Union President, or his authorized Representative, may report an impending grievance to the Superintendent of Schools, in an effort to forestall its occurrence.

10.3 It is agreed that the employees shall, during and notwithstanding the pendency of the grievance, continue to observe all assignments until such grievance and any effect thereof shall have been fully determined; the employee must also continue to observe all applicable rules and regulations of the Board until such grievance has been fully determined.

10.4 Any employee shall have the right to present his grievance, via the above procedure, with assured freedom from restraint, interference, coercion, discrimination, or reprisal.

10.5 If a grievance affects a group of employees, the Union may process the grievance through all Steps of the grievance procedure beginning with Step 2.

ARTICLE XI

EXERCISE OF RIGHTS

11.1 The only procedure for taking disciplinary action or measures against any employee covered by this agreement shall be as set forth in the following sections.

11.2 Disciplinary action or measures shall include only oral reprimand, written reprimand, suspension and discharge, as well as reduction or forfeiture of wages or salary.

11.3 Disciplinary action may be imposed upon an employee only for failing to fulfill his/her responsibilities as an employee. When the Superintendent of Schools or his/her designee suspends without pay, or dismisses from service, the employee shall be notified in writing. Discipline shall only be imposed for just cause. The conduct for which discipline is being imposed and the penalty proposed shall be specified in writing. The writing served on the employee shall contain a detailed description of the alleged acts and conduct including reference to dates, times and places. The employee shall be provided with two copies of the writing, the Union Representative at the appropriate level shall be notified in writing, within forty-eight (48) hours of the name of any employee served with discipline. Disciplinary action can be contested by the Union through the grievance procedure beginning with Step 2.

The employee or the Board may at any time terminate employment by either party giving to the other sixty (60) days' notice in writing of the intention to terminate same. However, in the case of discharge for just cause, there shall be no sixty (60) days' notice requirement.

ARTICLE XII

TEMPORARY ASSIGNMENT

12.1 Employees working out of a job title requiring higher pay for more than one day, shall receive the greater sum for the second day and every day thereafter so temporarily assigned.

ARTICLE XIII

VACATIONS

13.1 Vacations will be granted during the months of July and August, except for employees under first contract with the Board of Education, at the time requested by the employee during those months. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of vacation period in the event of any conflict over vacation periods. However, the Board reserves the right to grant vacations at times other than the months of July and August, when necessary. Members of the Employee Group must submit, in writing, their vacation schedules no later than six (6) months prior to the vacation period. Vacations of employees assigned to the Repair Shop are restricted to two (2) weeks between June 24th and September 7th unless agreed upon by the Employer.

13.2 If a holiday (as set forth under "Holidays" in this agreement) occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one (1) additional day.

13.3 The Employer will not recall any employee to work during his vacation period, unless the employee agrees to the request.

13.4 Any contract or tenure employee laid off, retired, or separated from service of the Employer, prior to taking his vacation, shall receive financial compensation for unused vacation he has accumulated up to the time of separation, except for first year contract employees, whose contracts are not being renewed, and employees discharged for just cause.

13.5 In the case of death of such employees, such payment shall be made to the estate of such employee.

13.6 All employees, except per diem employees, hired after July 1, 1969, shall be granted vacations with pay as follows:

After 1 year up to 5 years	2 weeks
After 5 years up to 10 years	3 weeks
After 10 years	4 weeks

Vacations with pay, shall be granted to all custodial employees employed prior to July 1, 1969, under the vacation plan now in effect, and as set forth in the Employer's Rules and Regulations.

13.7 All contract or tenure employee vacation periods shall be determined by the employee's anniversary date.

ARTICLE XIV

SAFETY AND HEALTH

14.1 The Employer shall, at all times, maintain safe and healthful working conditions, and shall provide all tools or devices needed in the performance of the employee's duties.

14.2 All eyeglasses damaged during the performance of an employee's duties will be repaired or replaced at the expense of the Board of Education if the following conditions are satisfied. First, the damaged eyeglasses must be presented to the Business Administrator or his designee and the Business Administrator or his designee must verify that the glasses were damaged during the performance of the employee's duties. Second, the reimbursement for said repair or replacement shall not exceed \$175.00. Third, the cost of an examination or prescription shall not be covered by this provision of the Agreement.

14.3 The employees shall at all times, observe and exercise the highest degree of care for his/her own safety and that of all persons in the School system.

14.4 For school safety and security the Board of Education will provide a picture identification card and shirt or over blouse smock to be worn by all employees in bargaining unit during working hours. The Board of Education will provide a total of five (5) shirts or smocks and/or vests per year, at no

cost, to each employee.

ARTICLE XV

MANAGEMENT'S RIGHTS

15.1 The Board hereby retains the right to manage and control its facilities and, in addition, retains the right to hire, discipline, or discharge employees for just cause.

15.2 All rights not expressly granted to the Union in this agreement are hereby reserved by the Employer.

15.3 Nothing herein shall alter or deprive any employee rights guaranteed to him by Federal or State Law and all rights enumerated herein.

15.4 None of the rights reserved to the Employer shall be exercised in a discriminatory, arbitrary or capricious manner.

ARTICLE XVI

FUTURE NEGOTIATIONS

16.1 Negotiations on a new contract shall commence no later than the date Prescribed by the appropriate P.E.R.C. Rules and Regulations.

ARTICLE XVII

SALARIES

17.1 Salaries for employees covered by this agreement shall be as set forth in Schedules A-E attached hereto.

17.2 The employer reserves the right to determine what step newly hired tradesmen and persons licensed to operate boilers shall be placed on the salary guide.

ARTICLE XVIII

HOLIDAYS

18.1 The following days are recognized as holidays:

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Columbus Day
5. Memorial Day
6. July 4th
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Friday after Thanksgiving
11. Good Friday
12. Christmas Day

If Christmas or New Year's Day fall on a Saturday, it will be celebrated on Friday. If either of these days fall on a Sunday, they will be celebrated on Monday. If any of the remaining 10 holidays fall on a Saturday or Sunday, these days will be celebrated, by agreement between the Superintendent of Schools and President of Union Local 2251.

18.2 In addition to the above twelve (12) holidays, there shall be one (1) additional holiday, which shall be either the Monday following Easter, Christmas Eve, New Year's Eve, or Martin Luther King's Birthday. The holiday to be selected each year shall be agreed upon between the Superintendent of Schools and the Local Union.

ARTICLE XIX
RETIRING EMPLOYEES

19.1 Those employees having reached age sixty (60) with fifteen (15) years of service with the Board, or more, and collecting a PERS Retirement Pension, shall be eligible to redeem upon retirement, accumulated sick days at the rate of twenty-nine (\$29.00) dollars per day, subject to a maximum payment of five thousand eight hundred dollars (\$5,800).

19.2 Should any portion of the agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the agreement affected by such decision, whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof

ARTICLE XX
GENERAL PROVISIONS

With respect to matters not covered by this agreement, which are proper subjects for collective bargaining, the current Rules and Regulations of the Board shall be binding. However, the Employer agrees that it will make no changes in current Rules and Regulations without appropriate prior consultation and negotiation with the designated representatives of the Union. These Rules and Regulations will be made available to any employee or authorized Union Representative from the Principal for in-office inspection one (1) day subsequent to such request.

ARTICLE XXI
PROBATIONARY EMPLOYEES

All newly hired employees shall be on probation for the first 90 workdays of employment. During this 90-work day period, the employer shall have the right to terminate a probationary employee.

Said termination shall not be subject to the grievance procedure.

ARTICLE XXII

LAYOFF

In the event the Board of Education exercises its right to layoff bargaining unit employees for reasons of economy, no per diem employee performing work previously performed by a bargaining unit employee shall be permitted to work in excess of 32 hours per week during the period of layoff for reasons of economy.

ARTICLE XXIII

DURATION

22.1 This agreement shall be effective as of July 1, 2007 and shall continue in effect until June 30, 2010, subject to the Union's right to negotiate over a successor agreement as provided by Chapter 303, Public Laws 1968.

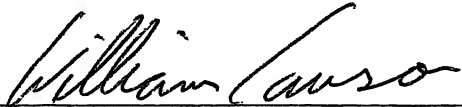
22.2 IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective Presidents, attested by their respective Secretaries, their corporate seals to be affixed hereto; all on the day and year first above written.

22.3 This Agreement shall not be extended orally, and it is expressly understood and agreed that it shall expire on the date indicated, unless extended, in writing, by and between the parties hereto.

BOARD OF EDUCATION OF THE
CITY OF BAYONNE, NEW JERSEY

ATTEST:

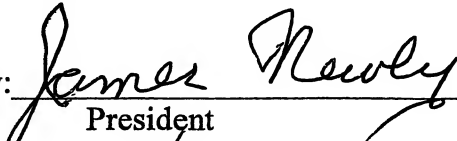

Board Secretary

By: 
Board President

LOCAL 2251, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, COUNCIL 52

ATTEST:

Secretary

By: 
President
11/5/07

SCHEDULE A

For all Custodians hired before November 1, 1980. The Salary Guide for the three years is as follows:

<u>Step</u>	<u>2007/2008</u>	<u>Step</u>	<u>2008/2009</u>	<u>Step</u>	<u>2009/2010</u>
29	42,993.00	30	44,543.00	31	46,143.00
30	43,218.00	31	44,768.00	32	46,368.00
MAX	44,962.00	MAX	46,512.00	MAX	48,112.00

SCHEDULE B

For all Custodians hired after November 1, 1980. The Salary Guide for the three years is as follows:

YEARS 2007/2008 2008/2009 2009/2010

Step

Step

Step

				1	33,390.00	
			1	32,390.00	2	33,990.00
1	31,390.00		2	32,940.00	3	34,540.00
2	31,890.00		3	33,440.00	4	35,040.00
3	32,190.00		4	33,740.00	5	35,340.00
4	32,490.00		5	34,040.00	6	35,640.00
5	32,790.00		6	34,340.00	7	35,940.00
6	33,090.00		7	34,640.00	8	36,240.00
7	33,390.00		8	34,940.00	9	36,540.00
8	33,690.00		9	35,240.00	10	36,840.00
9	33,990.00		10	35,540.00	11	37,140.00
10	34,290.00		11	35,840.00	12	37,440.00
11	34,590.00		12	36,140.00	13	37,740.00
12	34,890.00		13	36,440.00	14	38,040.00
13	35,190.00		14	36,740.00	15	38,340.00
14	35,490.00		15	37,040.00	16	38,640.00
15	35,790.00		16	37,340.00	17	38,940.00
16	36,090.00		17	37,640.00	18	39,240.00
17	36,390.00		18	37,940.00	19	39,540.00
18	36,690.00		19	38,240.00	20	39,840.00
19	36,990.00		20	38,540.00	21	40,140.00
20	37,290.00		21	38,840.00	22	40,440.00
21	37,768.00		22	39,318.00	23	40,918.00
22	38,059.00		23	39,609.00	24	41,209.00
23	38,466.00		24	40,016.00	25	41,616.00
24	38,690.00		25	40,240.00	26	41,840.00

SCHEDULE C

For all Engineers/Custodians hired before November 1, 1980. The Salary Guide for the three years is as follows:

<u>Step</u>	<u>2007/2008</u>	<u>Step</u>	<u>2008/2009</u>	<u>Step</u>	<u>2009/2010</u>
29	44,793.00	30	46,343.00	31	47,943.00
30	45,018.00	31	46,568.00	32	48,168.00
MAX	46,262.00	MAX	47,812.00	MAX	49,412.00

SCHEDULE D

For all Engineers/Custodians hired after November 1, 1980. The Salary Guide for the three years is as follows:

YEARS 2007/2008 2008/2009 2009/2010

				<u>Step</u>	
		<u>Step</u>		1	37,180.00
		1	36,180.00	2	37,780.00
1	35,180.00	2	36,730.00	3	38,330.00
2	35,680.00	3	37,230.00	4	38,830.00
3	35,980.00	4	37,530.00	5	39,130.00
4	36,280.00	5	37,830.00	6	39,430.00
5	36,580.00	6	38,130.00	7	39,730.00
6	36,880.00	7	38,430.00	8	40,030.00
7	37,180.00	8	38,730.00	9	40,330.00
8	37,480.00	9	39,030.00	10	40,630.00
9	37,780.00	10	39,330.00	11	40,930.00
10	38,080.00	11	39,630.00	12	41,230.00
11	38,380.00	12	39,930.00	13	41,530.00
12	38,580.00	13	40,130.00	14	41,730.00
13	38,880.00	14	40,430.00	15	42,030.00
14	39,080.00	15	40,630.00	16	42,230.00
15	39,280.00	16	40,830.00	17	42,430.00
16	39,480.00	17	41,030.00	18	42,630.00
17	39,680.00	18	41,230.00	19	42,830.00
18	39,880.00	19	41,430.00	20	43,030.00
19	40,080.00	20	41,630.00	21	43,230.00
20	40,280.00	21	41,830.00	22	43,430.00
21	40,472.00	22	42,022.00	23	43,622.00
22	40,763.00	23	42,313.00	24	43,913.00
23	41,110.00	24	42,660.00	25	44,260.00
24	41,334.00	25	42,884.00	26	44,484.00
25	41,559.00	26	43,109.00	27	44,709.00

SCHEDULE E

DIFFERENTIAL - Those staff members in each of the following classifications shall receive the; salary of a Custodian at their appropriate step on the guide plus the differential as listed below:

CLASS I - Truck Drivers and Staff Personnel in Repair Department: \$2,300

CLASS II - Bus Drivers/Custodians: \$4,000. Effective the date the Bus Drivers/Custodians' new hourly schedule goes into effect the differential shall be increased to \$4,750.00, paid on a pro rated basis.

CLASS III - Maintenance and Repair Department Tradesmen: \$4,000

CLASS IV - Engineers/Custodians: \$3,000

NOTE: No change in duties and responsibilities.

NOTE: Salary Schedules A through E will be effective July 1 of each year of the Labor Agreement as provided and under terms and conditions of the Labor Agreement.

LONGEVITY FOR ALL CUSTODIAL EMPLOYEES

10 to 14 years of service	\$800
15 to 19 years of service Longevity shall increase to the following amount	\$1,000
20 to 24 years of service Longevity shall increase to the following amount	\$1,500
25 years of service and over Longevity shall increase to the following amount	\$2,100

NOTES:

1. CLASS I EMPLOYEES - REPAIR DEPARTMENT STAFF:

Employees under Class I shall be those employees serving as Truck Drivers and assigned to Repair Department and not performing tradesman like duties. Salary to be paid shall be salary of a custodian plus differential as per Schedule E so long as they remain in such assignment.

2. CLASS II EMPLOYEES - BUS DRIVERS/CUSTODIANS:

Employees under Class II shall be those employees assigned to Bus Driver duties. Salary to be paid shall be salary of a custodian, plus differential as per Schedule E so long as they remain in such assignment.

3. CLASS III EMPLOYEES - REPAIR DEPARTMENT:

Employees under Class III shall be those employees assigned to Maintenance Department and performing tradesman like duties. Salary to be paid shall be salary of a custodian, plus differential as per Schedule E so long as they remain in such assignment.

4. BUILDING ENGINEERS/CUSTODIANS: are required to perform ordinary in-building repairs including boiler room painting and other tradesman like duties. A special priority of the engineer will be to reduce energy output. Each building engineer is to submit energy-saving recommendations annually to the building principal.

5. PROMOTION BY APPOINTMENT:

Employees being promoted after July 1, 1987, by appointment, including employees being promoted/appointed and assigned to a position as indicated on Schedule E shall receive their salary as per their salary scale step at the time of promotion/appointment and assignment plus the differential as per Schedule E. All Custodians promoted to the position of Engineer/Custodian after July 1, 1987, would transfer to the Engineer/Custodian Salary guide at the same step that they hold on the Custodian Salary Guide at the time of the promotion.

BOARD OF EDUCATION OF THE CITY OF BAYONNE

HUDSON COUNTY, NEW JERSEY

June 28, 2007

BE IT HEREBY RESOLVED, that the Agreements between the Board of Education of the City of Bayonne and the American Federation of State, County, Municipal Employees representing the Custodial Staff, Bus Drivers and Maintenance Staff, covering the period July 1, 2007 through June 30, 2010 be, and the same are hereby approved; and

BE IT FURTHER RESOLVED, that the Board President and Secretary are hereby authorized to execute said Agreements in the name, and on behalf of this Board, and

BE IT FURTHER RESOLVED, that the Business Administrator of this Board of Education is hereby authorized to take the necessary action to implement the terms of this agreement.

The foregoing resolution is effective immediately.

TRUSTEE _____
moved that the foregoing resolution be adopted.

SECONDED BY TRUSTEE _____

ADOPTED AT BOARD MEETING HELD June 28, 2007

MEMORANDUM OF AGREEMENT

BETWEEN

BAYONNE BOARD OF EDUCATION

AND

AFSCME COUNCIL 52, LOCAL 2251

The respective negotiating committees for the above captioned parties hereby agree to recommend in good faith for ratification the following changes to July 1, 2004 to June 30, 2007 collective bargaining agreement:

1. Duration – 3 years. July 1, 2007 to June 30, 2010

2. Wage Increase

Effective 7/1/2007 \$1,500.00

Effective 7/1/2008 \$1,550.00

Effective 7/1/2009 \$1,600.00

3. This constitutes the parties complete agreement on all issues. All proposals submitted by either party not included herein are deemed withdrawn. This memorandum of agreement is entered into on the 26 day of June, 2007 by the parties.

AFSCME, Local 2251, Council 52:

By: James Newby
By: Bruce Karalines Jr.
By: Michael C. 52

Bayonne Board of Education:

By: [Signature]
By: [Signature]